



**Memorandum of Understanding**  
**Colorado Workers for Innovative and New Solutions (COWINS)**  
**and**  
**Executive Director of the Dept. of Labor and Employment,**  
**State of Colorado**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to further the development of a partnership relationship between Colorado WINS and the Colorado Dept. of Labor and Employment. The parties (Colorado WINS; the Executive Director of the Dept. of Labor and Employment, Don Mares; and the Governor's Designee for Employee Partnerships, Martin E. Flahive) are committed to the purposes of Partnership Agreements as described in Executive Order 028-07, *"to establish a framework for employee partnerships in service of a smarter, more effective, more efficient and more accountable state government to the citizens of the State."*

- (1) Specifically, the parties intend to systematically collaborate with one another, and facilitate collaboration with the respective constituencies, in order to identify and address inefficiencies, improve service quality to taxpayers and solve problems through the introduction of a variety of partnership-building processes and employee involvement programs.
- (2) This MOU represents the parties' intentions to resolve the issue of compressed flextime schedules during times of mandatory furloughs.

**II. Background**

- (1) Colorado Department of Labor and Employment (CDLE) employees have traditionally had several flextime schedule options available to them.
- (2) Employees arranged for these schedules with their individual supervisors.



- (3) Flextime schedules are a privilege granted at the discretion of the Executive Director.
- (4) In an effort to help balance the budget of the State of Colorado, Governor Bill Ritter, Jr. implemented mandatory furloughs for certain state employees in the State of Colorado's 2009/2010 budget in September 2009.
- (5) In an effort to ensure compliance with the Fair Labor Standards Act (FLSA) during the mandatory furloughs, the Colorado Department of Labor and Employment suspended the compressed flextime schedule for the 2009/2010 Fiscal Year.
- (6) Through partnership meetings, CDLE management explained the rationale for their decision, solicited employee input on the decision, and actively worked with employee representatives to find a solution to stop the suspension of the compressed flextime schedule.
- (7) Recognizing the value of continuing the compressed flextime program, even in the midst of imposed mandatory furloughs, Executive Director Don Mares agreed to the compromise that had grown out of the partnership meetings, reinstating the compressed flextime schedule beginning in March 2010.

### **III. Implementation - Training**

The parties agree to the following principles concerning compressed flextime training to ensure compliance with strict FLSA regulations.

- (1) Training will be required for employees with approved compressed flextime schedules and their supervisors.
- (2) It is recommended, when possible, that the supervisor and employee attend their training session together to ensure mutual understanding of the FLSA regulations that govern compressed flextime schedules.
- (3) The training will include a review of the compressed flextime rules and provide scheduling scenarios.
- (4) The training schedule was announced in a department-wide email on February 11, 2010.
- (5) CDLE Human Resources staff will work to provide training for offices located outside of the Denver Metro Area.



#### **IV. Implementation - General Principles**

The parties agree to the following general principles concerning compressed flextime scheduling.

- (1) Upon reinstatement, compressed flextime schedules will operate according to SPP-0069 as they had prior to the schedule's suspension.
- (2) Preference will be given first to those who had compressed flextime schedule before September 2009.

#### **V. Implementation – Supervisor Obligations**

The parties agree to the following principles concerning the obligations of supervisors regarding compressed flextime scheduling.

- (1) Supervisors and managers are expected to ensure that timesheets are correct before approving them.
- (2) Supervisors are to be as flexible as possible when scheduling staff during a furlough week.
- (3) Supervisors are encouraged to permit compressed flextime schedules to the greatest extent possible.

#### **VI. Implementation – Employee Obligations**

The parties agree to the following principles concerning the obligations of employees regarding compressed flextime scheduling.

- (1) All employees are expected to adhere to their agreed compressed flextime schedule and to complete timesheets correctly.
- (2) To ensure compliance with FLSA:
  - a) Employees must submit a leave form for annual leave for any scheduled time over eight hours to be added to their furlough week. No make up time is allowed.
  - b) If the flex day falls on a mandatory furlough day, employees are to maintain their normal flex day off, and submit a leave request for a mandatory alternate furlough day plus annual leave for any scheduled time over eight hours to be scheduled on the working day before the state-designated furlough day. For questions, please refer to the documents distributed during compressed flextime training.



## **VII. Implementation – Dispute Resolution**

The parties recognize the benefits that working in partnership bring to the employees, supervisors and customers of CDLE.

- (1) In cases where conflict arises between an employee and a supervisor concerning compressed flextime schedules, the parties agree to collaborate to solve those issues at the lowest possible level and in a timely manner.

## **VIII. Intent to Undertake Formal Partnership Agreement**

The parties agree that the principles addressed above, or as they may be amended with experience, will be embodied in a department-wide partnership agreement. In the meantime, it will guide the parties' efforts to mobilize the partnership process with the respective constituencies.

## **IX. Parties Will Agree to Support Process to Constituents**

All partnership negotiations and activities are intended to reflect a cooperative and collaborative relationship. Each party will convey that cooperative intention when reporting to and consulting with its constituents. This does not limit parties from fairly reflecting differences of opinion between the parties for purposes of consultation or evaluation of alternatives.

## **X. Modifications**

Modifications of this agreement will be executed in writing with the same formalities as provided in this agreement.

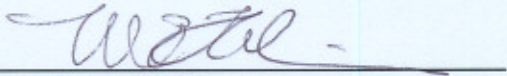
Agreed this \_\_\_\_ day of March, 2010, by:



**Donald J. Mares, Executive Director**  
Colorado Department of Labor  
and Employment



**Mark Schwane**  
Colorado WINS General Counsel



**Martin E. Flahive**  
Governor's Designee for Employee Partnerships

Additional Signatories:

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